AO 120 (Rev. 08/10)

TO:	**Mail Stop 8** **Director of the U.S. Patent and Trademark Office** **P.O. Box 1450** **Alexandria, VA 22313-1450**	**REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK**

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Western District of Texas, Austin Division on the following

☐ Trademarks or ☑ Patents. (☐ the patent action involves 35 U.S.C. § 292.):

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT
1:11-CV-942 LY	11/1/2011	Western District of Texas, Austin Division

PLAINTIFF	DEFENDANT
DDB Technologies, LLC	SportsDirect Inc.

	PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1	see attached		
2	5,526,479		
3	5,671,347		
4	6,204,862		
5	7,373,587		

In the above--entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY ☐ Amendment ☐ Answer ☐ Cross Bill ☐ Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK	(BY) DEPUTY CLERK	DATE
WILLIAM G. PUTNICKI		NOV 2 2011

Copy 1—Upon initiation of action, mail this copy to Director **Copy 3—Upon termination of action, mail this copy to Director**
Copy 2—Upon filing document adding patent(s), mail this copy to Director **Copy 4—Case file copy**

45. On information and belief, SDI also engaged in this conduct while knowing that its live game simulation products and/or services were especially made or especially adapted for use in an infringement of the '862 Patent and were not staple articles or commodities of commerce suitable for substantial non-infringing use, in violation of 35 U.S.C. § 271(c).

46. SDI's infringing activities have damaged and continue to damage DDB. On information and belief, SDI will continue to infringe the '862 Patent, causing irreparable harm to DDB unless enjoined by this Court.

47. In view of its knowledge of the '862 Patent, SDI's continued acts of infringement are willful.

COUNT IV
INFRINGEMENT OF THE '587 PATENT

48. DDB repeats and realleges each of the allegations of paragraphs 1-47 as if set forth in full.

49. DDB is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '587 Patent.

50. DDB has never licensed SDI under any of the DDB Patents or otherwise authorized SDI to practice the '587 Patent.

51. SDI has infringed and continues to infringe one or more of the claims of the '587 Patent by making, selling, offering for sale, and/or using live game simulation products and/or services (including, for example, SDI's product/service depicted in Exhibit E) covered by claims of the '587 Patent, without DDB's authorization in violation of 35 U.S.C. § 271(a).

52. On information and belief, SDI has knowledge of the existence of the '587 Patent. For instance, on information and belief, SDI has knowledge of the '587 Patent based on DDB's

lawsuits against SDI's competitors for infringement of the DDB Patents and/or the marking of competing live simulation products/services with the DDB Patents.

53. SDI has in the past and continues to promote, advertise, and provide access to its live game simulation products/services to users, customers, and potential customers by, at a minimum, providing links to its live game simulation products/services on the newsday.sportsdirectinc.com and scores.suntimes.com websites. *See, e.g.,* Exhibit F.

54. On information and belief, SDI has engaged in this conduct with the intent to lead others to engage in conduct that SDI knew would constitute an infringement, in violation of 35 U.S.C. § 271(b).

55. On information and belief, SDI also engaged in this conduct while knowing that its live game simulation products and/or services were especially made or especially adapted for use in an infringement of the '587 Patent and were not staple articles or commodities of commerce suitable for substantial non-infringing use.

56. SDI's infringing activities have damaged and continue to damage DDB. On information and belief, SDI will continue to infringe the '587 Patent, causing irreparable harm to DDB unless enjoined by this Court.

57. In view of its knowledge of the '587 Patent, SDI's continued acts of infringement are willful.

REQUEST FOR JURY TRIAL

58. Pursuant to FED. R. CIV. P. 38, DDB demands a trial by jury of any issue triable of right by a jury.

PRAYER FOR RELIEF

THEREFORE, DDB prays for relief against SDI as follows:

A. Judgment that SDI has infringed and continues to infringe one or more claims of the DDB Patents in violation of 35 U.S.C. § 271(a), (b), and (c), and that such infringement is willful;

B. An award of damages incurred by DDB as a result of SDI's infringement of the DDB Patents, said damages to be trebled in view of the willful and deliberate nature of the infringement;

C. A preliminary and permanent injunction enjoining SDI, its officers, agents, servants, employees and attorneys, and other persons in active concert or participation with SDI from further infringement of the DDB Patents;

D. An assessment of costs, including reasonable attorney fees pursuant to 35 U.S.C. § 285, and prejudgment interest against SDI; and

E. Such other and further relief as this Court may deem just and proper.

Dated: November 1, 2011

Respectfully submitted,

/s/James G. Ruiz

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DDB Technologies L.L.C.

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

DDB TECHNOLOGIES L.L.C., Plaintiff, v. SPORTSDIRECT INC., Defendant.	Civil Action No. 11-cv-942 Judge: A11CV942 LY JURY DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT AND DAMAGES

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff DDB Technologies, L.L.C., files this Complaint for Patent Infringement and Damages against SportsDirect Inc., and would respectfully show the Court as follows:

THE PARTIES

1. Plaintiff DDB Technologies, L.L.C. ("DDB"), is a Texas limited liability company having its principal place of business at 107 Laura Lane, Austin, Texas 78746, which is within this judicial district.

2. Defendant SportsDirect Inc. ("SDI") is a Canadian corporation with its headquarters at 211 Horseshoe Lake Drive, Halifax, NS Canada B3S 0B9.

3. SDI transacts business within the State of Texas and in this judicial district, and has committed acts of patent infringement as hereinafter set forth within the State of Texas and this judicial district. Such business includes, without limitation, SDI's operation of Internet websites, such as newsday.sportsdirectinc.com and scores.suntimes.com, which are available to,

accessed by, and subscribed to by users, customers, and potential customers of SDI within this judicial district.

JURISDICTION AND VENUE

4. This is a civil action for patent infringement arising under the patent laws of the United States, Title 35, United States Code. This Court has jurisdiction under 35 U.S.C. §§ 271, *et seq.*, and 28 U.S.C. §§ 1331 and 1338.

5. This Court has personal jurisdiction over SDI pursuant to TEX. CIV. PRAC. & REM. CODE § 17.041 *et seq.* Personal jurisdiction generally exists over SDI because SDI has minimum contacts with this forum as a result of business regularly conducted within the State of Texas and within this district, and, on information and belief, specifically as a result of, at least, committing the tort of patent infringement within Texas and this district. Personal jurisdiction also exists because, on information and belief, SDI has entered into numerous contracts with customers in Texas for products and services offered by SDI, which products and services involve, among other things, the knowing and repeated transmission of data over the Internet. This Court's jurisdiction over SDI comports with the constitutional standards of fair play and substantial justice and arises directly from the SDI's purposeful minimum contact with the State of Texas.

6. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b).

7. Although SDI has engaged in business in the State of Texas, SDI has not designated an agent for service in the State. Therefore, the Secretary of the State is an agent for service of process for SDI pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044.

THE PATENTS-IN-SUIT

8. On June 11, 1996, United States Patent No. 5,526,479 ("the '479 Patent"), entitled "Method and Apparatus for Broadcasting Live Events to Another Location and Producing a Computer Simulation of the Events at that Location," was duly and legally issued by the United States Patent and Trademark Office to David R. Barstow and Daniel W. Barstow. A copy of the '479 Patent is attached hereto as Exhibit A.

9. On September 23, 1997, United States Patent No. 5,671,347 ("the '347 Patent"), entitled "Method and Apparatus for Broadcasting Live Events to Another Location and Producing a Computer Simulation of the Events at that Location," was duly and legally issued by the United States Patent and Trademark Office to David R. Barstow and Daniel W. Barstow. A copy of the '347 Patent is attached hereto as Exhibit B.

10. On March 20, 2001, United States Patent No. 6,204,862 ("the '862 Patent"), entitled "Method and Apparatus for Broadcasting Live Events to Another Location and Producing a Computer Simulation of the Events at that Location," was duly and legally issued by the United States Patent and Trademark Office to David R. Barstow and Daniel W. Barstow. A copy of the '862 Patent is attached hereto as Exhibit C.

11. On May 13, 2008, United States Patent No. 7,373,587 ("the '587 Patent"), entitled "Representing Sub-Events With Physical Exertion Actions," was duly and legally issued by the United States Patent and Trademark Office to David R. Barstow and Daniel W. Barstow. A copy of the '587 Patent is attached hereto as Exhibit D.

12. The '479, '347, '862, and '587 Patents are referred to hereinafter as "the DDB Patents."

13. David R. Barstow and Daniel W. Barstow assigned the DDB Patents to DDB. DDB owns all right, title and interest in and to the DDB Patents.

FACTS

14. In the 1980s and continuing through the early 1990's, Dr. David R. Barstow, a Partner in and President of DDB, along with his brother, Daniel W. Barstow, a Partner in DDB, developed a method and apparatus for providing to remote viewers simulations of live sporting events such as baseball, football, and basketball games, etc. All of the technology required to produce such simulations is embodied in the DDB Patents.

15. Without DDB's permission, SDI began providing live game simulation products/services that embody the invention(s) set forth in the DDB patents. At a minimum, for instance, SDI has provided and continues to provide products/services through the newsday.sportsdirectinc.com and scores.suntimes.com websites that enable remote users to watch a simulation of live sporting events such as baseball games, football games, etc. *See, e.g.*, Exhibit E-F.

16. On June 15, 2004, DDB initiated a patent infringement suit against MLB Advanced Media, L.P. ("MLBAM"), a competitor of SDI in the live game simulation products/services industry, alleging that MLBAM's live game simulation product(s)/service(s) infringed the '479, '347, and '862 Patents. This suit received press attention in the industry and resulted in the marking of MLBAM's competing live game simulation product(s)/service(s) with one or more of the DDB Patents.

17. Between April 8, 2010 and June 28, 2010, DDB initiated patent infringement suits against several competitors of SDI in the live game simulation products/services industry (including, for example, ESPN Inc.), alleging that each competitor's live game simulation

product(s)/service(s) infringed the DDB Patents. These suits received press attention and resulted in the marking of other competing live game simulation product(s)/service(s) with one or more of the DDB Patents.

COUNT I:
INFRINGEMENT OF THE '479 PATENT

18. DDB repeats and realleges each of the allegations of paragraphs 1-17 as if set forth in full.

19. DDB is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '479 Patent.

20. DDB has never licensed SDI under any of the DDB Patents or otherwise authorized SDI to practice the '479 Patent.

21. SDI has infringed and continues to infringe one or more of the claims of the '479 Patent by making, selling, offering for sale, and/or using live game simulation products and/or services (including, for example, SDI's product/service depicted in Exhibit E) covered by claims of the '479 Patent, without DDB's authorization in violation of 35 U.S.C. § 271(a).

22. On information and belief, SDI has knowledge of the existence of the '479 Patent. For instance, on information and belief, SDI has knowledge of the '479 Patent based on DDB's lawsuits against SDI's competitors for infringement of the DDB Patents and/or the marking of competing live simulation products/services with the DDB Patents.

23. SDI has in the past and continues to promote, advertise, and provide access to its live game simulation products/services to users, customers, and potential customers by, at a minimum, providing links to its live game simulation products/services on the newsday.sportsdirectinc.com and scores.suntimes.com websites. *See, e.g.,* Exhibit F.

24. On information and belief, SDI has engaged in this conduct with the intent to lead others to engage in conduct that SDI knew would constitute an infringement, in violation of 35 U.S.C. § 271(b).

25. On information and belief, SDI also engaged in this conduct while knowing that its live game simulation products and/or services were especially made or especially adapted for use in an infringement of the '479 Patent and were not staple articles or commodities of commerce suitable for substantial non-infringing use, in violation of 35 U.S.C. § 271(c).

26. SDI's infringing activities have damaged and continue to damage DDB. On information and belief, SDI will continue to infringe the '479 Patent, causing irreparable harm to DDB unless enjoined by this Court.

27. In view of its knowledge of the '479 Patent, SDI's continued acts of infringement are willful.

COUNT II
INFRINGEMENT OF THE '347 PATENT

28. DDB repeats and realleges each of the allegations of paragraphs 1-27 as if set forth in full.

29. DDB is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '347 Patent.

30. DDB has never licensed SDI under any of the DDB Patents or otherwise authorized SDI to practice the '347 Patent.

31. SDI has infringed and continues to infringe one or more of the claims of the '347 Patent by making, selling, offering for sale, and/or using live game simulation products and/or services (including, for example, SDI's product/service depicted in Exhibit E) covered by claims of the '347 Patent, without DDB's authorization in violation of 35 U.S.C. § 271(a).

32. On information and belief, SDI has knowledge of the existence of the '347 Patent. For instance, on information and belief, SDI has knowledge of the '347 Patent based on DDB's lawsuits against SDI's competitors for infringement of the DDB Patents and/or the marking of competing live simulation products/services with the DDB Patents.

33. SDI has in the past and continues to promote, advertise, and provide access to its live game simulation products/services to users, customers, and potential customers by, at a minimum, providing links to its live game simulation products/services on the newsday.sportsdirectinc.com and scores.suntimes.com websites. *See, e.g.,* Exhibit F.

34. On information and belief, SDI has engaged in this conduct with the intent to lead others to engage in conduct that SDI knew would constitute an infringement, in violation of 35 U.S.C. § 271(b).

35. On information and belief, SDI also engaged in this conduct while knowing that its live game simulation products and/or services were especially made or especially adapted for use in an infringement of the '347 Patent and were not staple articles or commodities of commerce suitable for substantial non-infringing use, in violation of 35 U.S.C. § 271(c).

36. SDI's infringing activities have damaged and continue to damage DDB. On information and belief, SDI will continue to infringe the '347 Patent, causing irreparable harm to DDB unless enjoined by this Court.

37. In view of its knowledge of the '347 Patent, SDI's continued acts of infringement are willful.

COUNT III
INFRINGEMENT OF THE '862 PATENT

38. DDB repeats and realleges each of the allegations of paragraphs 1-37 as if set forth in full.

39. DDB is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '862 Patent.

40. DDB has never licensed SDI under any of the DDB Patents or otherwise authorized SDI to practice the '862 Patent.

41. SDI has infringed and continues to infringe one or more of the claims of the '862 Patent by making, selling, offering for sale, and/or using live game simulation products and/or services (including, for example, SDI's product/service depicted in Exhibit E) covered by claims of the '862 Patent, without DDB's authorization in violation of 35 U.S.C. § 271(a).

42. On information and belief, SDI has knowledge of the existence of the '862 Patent. For instance, on information and belief, SDI has knowledge of the '862 Patent based on DDB's lawsuits against SDI's competitors for infringement of the DDB Patents and/or the marking of competing live simulation products/services with the DDB Patents.

43. SDI has in the past and continues to promote, advertise, and provide access to its live game simulation products/services to users, customers, and potential customers by, at a minimum, providing links to its live game simulation products/services on the newsday.sportsdirectinc.com and scores.suntimes.com websites. *See, e.g.,* Exhibit F.

44. On information and belief, SDI has engaged in this conduct with the intent to lead others to engage in conduct that SDI knew would constitute an infringement, in violation of 35 U.S.C. § 271(b).